

AGREEMENT FOR TOWER AND APPURTENANCES

Agreement made this ____ day of _____, 2006 between the City of Lincoln, Nebraska, a municipal corporation, hereinafter "City" and Alltel Communications of Nebraska, Inc., A Nebraska corporation, hereinafter "Provider".

1. Description of Premises. CITY grants to Provider a license to occupy and use a certain parcel of real property located in the City of Lincoln, State of Nebraska, as shown on the attached Exhibit A (the "Premises"), which is incorporated herein by this reference.

2. Term of Agreement. The primary term ("Primary Term") of this License will be for ten (10) years, and will commence upon execution of the agreement. The Primary Term will terminate ten years from the date of execution unless sooner terminated as provided herein.

This Agreement may thereafter be renewed for three additional terms (each a "Renewal Term") of five years each. The Renewal Terms shall require the mutual consent of Provider and the City. The City represents that at the time it enters into this Agreement it has no present intention not to renew this Agreement for the additional Renewal Terms.

The parties agree that this License is irrevocable until this Agreement expires or terminates as provided herein.

3. Use of Premises. The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to and removing Provider's communications equipment, including, but not limited to, the following:

- a. Any and all antennas, dishes and/or grids as Provider may deem appropriate, within a single six foot vertical area on the Tower.
- b. Transmission lines and mounting and grounding hardware.
- c. One concrete pad and one communications compound ("Communication Compound") containing, without limitation, telecommunications equipment consisting of base station cabinets, wireless communication equipment, switches, power supplies, batteries, and accessories.
- d. An emergency generator (or other back up power source) to be located, at Provider's option, within the Communications Compound, adjacent to the Communications Compound or within a separate area adjacent to the Communications Compound. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) may be located either inside or outside the Communications Compound, in accordance with applicable building codes.

- e. A monopole communications tower (the "Tower") the design of which must be approved by the City prior to installation. The color of the pole shall be white.
- f. A black vinyl clad chain link fence will be installed for screening the compound, the design and extent of which shall be approved by the City prior to construction.

For the purposes of this License, all of Provider's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Compound, generator, generator shelter, Tower, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility." The concrete pad and Communications Facility may be installed by Provider.

The Tower shall be approved by a qualified structural engineer licensed to practice in the State of Nebraska. Provider will submit its building plans and specifications, under seal by the licensed structural engineer who approved the design of the Tower, to CITY for written approval prior to construction. Thereafter, CITY shall have thirty (30) days to accept or reject Provider's building plans. Approvals will not be unreasonably withheld. If CITY does not approve the plans and specifications, this License will be void at Provider's election, and terminate without penalty. The approved plans and specifications shall be attached hereto as Exhibit B.

As soon as reasonably possible after CITY accepts the building plans, Provider shall construct and install, at Provider's cost, the Communications Facility at the location depicted on Exhibit A, in accordance with the approved plans and specifications, Exhibit B. The Tower will be designed adequately to support two providers. The Communications Facility may be installed by Provider or by any of Provider's agents or contractors. Provider may make alterations to the Communications Facility from time to time as Provider determines to be necessary or desirable, subject to the approval process described above, which approval will not be unreasonably withheld.

Provider may, at its own cost and expense, install, maintain and operate on the Tower or on the Premises, only the equipment necessary for the operation of the Communications Facility in accordance with the plans approved by CITY, as such plans may be amended from time to time for technological or capacity changes. Any damage to the Premises caused by the erection, operation and maintenance of the Tower shall be at Provider's sole expense. Provider may run transmission lines between Provider's equipment and Provider's antennas, dishes and grids.

All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable governmental laws, ordinances, regulations and codes. Provider shall obtain all permits necessary for such construction. Any contractor performing work on the Premises shall furnish a payment bond, with corporate surety licensed to do business in the State of Nebraska, in the full amount of the cost of such improvements, showing CITY as the beneficiary thereon. All such contractors shall carry statutory worker's compensation insurance and liability insurance

coverages as are customarily maintained by reputable general contractors in the Lincoln, Nebraska area.

4. Other Licenses and Permits. Provider shall secure from the proper governmental authorities all licenses and permits required by law for the erection, maintenance and operation of the Tower, also support structures and appurtenances thereto including the Communications Compound, before construction of the Communications Facility.

5. Ownership of Tower. The ownership of the Tower and all Non-antenna tower Improvements thereon shall pass from Provider to CITY when said erection is completed and the Tower certified for operation. Until the ownership of the Tower passes to CITY, as provided above, the risk of loss for the same shall be borne by Provider. Thereafter CITY shall bear all risk of loss and responsibility to maintain the Tower. If the Tower is damaged or destroyed by an act of nature or from whatever cause, before ownership passes to CITY, the Tower may, at the option of Provider be repaired or if the damage is beyond repair, the damaged Tower must be removed at Provider's cost and expense. If the Tower is destroyed or extensively damaged after ownership and risk of loss passes to CITY and within any term of this License, the tower may be replaced by CITY at its expense. If the City does not choose to replace the Tower in a timely manner, Alltel may terminate this license agreement. The City shall bear no obligation or responsibility for any losses to the Communication Facility if the tower is destroyed by an act of nature or by acts beyond the City's control.

6. Fees. Provider shall pay to CITY a license fee to occupy and use the ground space in the Premises and space on the Tower ("License Fee"). However, in order to allow Provider to recoup its Tower construction costs, there will be no License Fees paid by Provider to CITY for the first 16 and 3/4 months from the time of the completion of the Tower's construction. Beginning at 16th and 3/4 months and continuing thereafter for the duration of the Primary Term, the annual License Fee shall be \$23,175 payable in twelve equal monthly installments of \$1931.25 in advance on or before the first day of each and every calendar month. The annual rent in each succeeding year of the Primary Term and any Renewal Term shall be 103% of the Rent in effect during the immediately preceding lease year (the "Percentage Increase") (for example, and by way of illustration only, if the Percentage increase of 103% is used and the prior year's Rent was \$1000, the next year's rent would be \$1030). The License Fee for any period during the term of this License that is less than one (1) year will be prorated on a monthly basis. All payments shall be made payable to and mailed to the following address:

City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

7. Access to CITY Property. It is acknowledged that the Tower and appurtenances thereto are constructed on CITY property which is a vital part of CITY's operations. Provider shall operate the tower and appurtenances thereto on the licensed Premises in such a manner so that the operation does not interfere with CITY's operation of its property nor will it interfere with access to the property by CITY personnel, agents or contractors. Provider agrees to comply with any rules, regulations, and procedures that may be adopted by

CITY from time to time to provide reasonable security measures to protect the Premises and CITY. CITY retains the right to use the licensed Premises at any time in connection with the need of CITY to provide service to its customers. CITY will endeavor to do so in such a manner so as to not interfere with the construction, operation and maintenance of the Tower. CITY retains the right to use the licensed Premises in any ways that do not interfere with Provider's uses.

8. Taxes. Since the real property is owned and used by a governmental entity (CITY), it is potentially tax exempt. Provider shall be responsible for and pay all taxes before any penalties or interest shall accrue thereon, as an additional license fee, if taxes are subsequently levied against the licensed Premises. Provider will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its possession or use of the communications facility or buildings on the Premises.

9. Payment of Utilities. Provider shall fully and promptly pay for all utility service of every kind furnished to the licensed Premises throughout the license term. CITY shall not be liable for any damage to equipment or loss of revenue to Provider resulting from the interruption of utility services. All fees due under this Agreement shall continue notwithstanding any interruption of power or other required utility facilities, except for the willful act of CITY.

10. Maintenance of Licensed Premises. CITY will maintain the Tower in a proper operating and safe condition. All costs associated with the maintenance and repair of the Tower, including painting, will be paid by CITY, unless the damage to the Tower is caused by Provider, in which case Provider shall repair such damage or, at Provider's option, reimburse CITY for the costs and expenses incurred by CITY to repair the damage.

Provider shall, throughout the term of this license, at its own cost and expense, keep and maintain the licensed Premises and all appurtenances thereto including all constructed improvements in good, sanitary, lawful and neat order, condition and repair, excluding any of CITY's property and equipment from the licensed Premises, the Tower and Non-Antenna Appurtenances. Any landscaping of the Premises required by the City of Lincoln or any other appropriate governmental authority shall be done at the sole cost and expense of Provider, including all necessary maintenance. Neither Provider nor any other party shall be allowed to display any signage or advertisement on the tower, on any building within the Premises or anywhere on the Premises, except as required by law. Provider shall take all necessary measures and precautions to prevent unauthorized persons access to the Premises, buildings located on the Premises and to the tower.

11. Liability. CITY shall not be liable for damage to Provider's improvements or for any loss or damage to any vehicles parked upon the licensed Premises, except for the willful act of CITY. Provider shall at all times during the term of this license carry at its own expense public liability insurance of not less than One Million Dollars (\$1,000,000.00) for the injury to or death of one person, and not less than Two Million Dollars (\$2,000,000.00) for the injury to or the death of two or more persons arising out of a single accident or occurrence on the licensed Premises, naming CITY as an additional insured on such policy. The City may, at its discretion, change the required amounts of such insurance during the term of this agreement. Provider shall furnish CITY with a certificate of such insurance policy which shall provide such insurance policy shall not be reduced or changed without first having given CITY

thirty (30) days written notice of such change. Any contractor or subcontractor performing work on the Premises for or on behalf of Provider shall carry workers' compensation insurance, comprehensive general liability and automobile insurance covering the work in such amounts and with companies satisfactory to CITY with said policies naming CITY as an additional insured.

12. Property Damage Insurance. During the term of the license, Provider shall keep in full force and effect an appropriate property damage insurance policy with respect to CITY's property in which the limits of the property damage policy shall be not less than One Million Dollars (\$1,000,000.00).

13. Indemnification. To the fullest extent permitted by law, the Provider shall indemnify and Hold Harmless the City, its officers, agents and employees from and against Claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Provider's use and occupation of the Site, that results in any Claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by Provider or anyone directly or indirectly employed by Provider, or anyone for whose acts any of them may be liable, regardless of whether or not such Claim, damage, loss or expense is caused in part by a party indemnified hereunder. To the extent required of a municipality, City agrees to indemnify and hold harmless Provider from and against any and all claims to the extent that they result from or arise directly out of the negligent acts or omissions of the City, its agents and employees on the leased property.

14. Assignment, Renting or Leasing Space. Provider shall have the right to sublicense or assign its rights under this License to any party affiliated, under common control or otherwise related to Provider, successor legal entities or any party acquiring substantially all the assets of Provider (the "Control Group") without the consent of CITY. Provider may sublicense or assign its rights under this License to any other entity with CITY's consent, which will not be unreasonably withheld; provided, however, such assignment or sublicense shall not relieve Provider of any of its liability or responsibility hereunder.

15. Events of Default. Default shall occur if any one or more of the following events shall happen:

a. Provider shall default in the punctual payment of the license fee and such default shall continue for thirty (30) days after receipt of written notice from CITY; or

b. If either party shall neglect or fail to perform or observe any of the material provisions of this License Agreement, and such failure is not cured within thirty (30) days after receipt of written notice thereof from the other party, the other party may, at its option, 1) cure the failure at the defaulting party's expense, or 2) terminate this License. If any such default cannot reasonably be cured within thirty (30) days, the defaulting party will not be deemed to be in default under this License if it commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

16. Environmental Laws. Provider warrants and agrees that it will conduct its activities on the property in compliance with all applicable environmental laws (as defined in attached Exhibit 6(C)). CITY represents, warrants and agrees that it has in the past and will in the future conduct its activities on the property in compliance with all applicable environmental laws and that the property is free of hazardous substance (as defined in attached Exhibit D) as of the date of this Agreement.

CITY shall be responsible for, and shall promptly conduct any investigation and remediation as required by any environment laws or common law, of all spills or other releases of hazardous substance, not caused solely by Provider that have occurred or which may occur on the property.

Provider agrees to defend, indemnify and hold CITY harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that CITY may suffer due to the existence or discovery of any hazardous substance on the property or the migration of any hazardous substance to other properties or release into the environment arising solely from Provider's activities on the property.

The indemnification in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

17. Nebraska Law. This license shall be construed and enforced in accordance with the laws of the State of Nebraska and any legal action brought in respect thereto shall be brought either in the state courts of the State of Nebraska located in Lincoln, Nebraska, or if applicable, in the United States District Court located in Lincoln, Nebraska.

18. Binding Effect. This Agreement shall inure to the benefit and be binding upon Provider, its successors or assigns.

19. Interference. Provider shall at all times pertinent hereto be responsible for the proper operation of its equipment located on the Premises and shall make certain that the same complies with all pertinent laws, rules and regulations of any applicable governmental authority. In the event that Provider's equipment causes interference with any of CITY's equipment or to any communications facilities of a third party including the public, Provider, upon notice received of the interference, shall take all steps necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

Notwithstanding the foregoing, the parties intend to be bound to the principle that the communications provider who is first in time on the Tower or Premises shall be protected from interference by subsequent providers. CITY will not use the tower or Premises in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any harmful interference shall result from the operation of any transmitters, equipment, antennae, dishes or other equipment or devices to the Communications

Facility, then CITY shall immediately cause such operations to cease until such interference is eliminated, provided that to do so would not jeopardize, compromise, limit, impair, or otherwise interfere with CITY's use of its properties. If CITY is unable to cure such interference within thirty (30) days of Provider's demand, Provider may terminate this lease without penalty.

20. Additional Licenses. Provider acknowledges the right and authority of CITY to grant and lease or license additional agreements for telecommunications equipment and appurtenances thereto of other users on CITY's Tower so long as such grant and lease or license does not interfere with Provider's use of its licensed space on the Tower.

21. Entire License Agreement. This license contains the entire understanding of the parties hereto with respect to the conditions of this license and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this license agreement or unless mutually agreed to in writing between the parties hereto after the date hereto, and neither party has relied on any verbal representation, agreements, or undertakings not expressly set forth herein.

22. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier, to the following addresses:

CITY: City Of Lincoln
Attn: Lynn Johnson
2740 "A" Street
Lincoln, NE 68502

With a copy to: Steven Huggenberger
Assistant City Attorney
575 S. 10Th / Room 4201
Lincoln, Nebraska 68508

Provider: ALLTEL Communication of Nebraska, Inc.
C/O ALLTEL Communications, Inc.
One Allied Drive
P.O. Box 2177
Little Rock, AR 72203
Attn: Property Management Department

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

23. Contingencies. This License Agreement and Provider's obligations hereunder are expressly contingent upon the following:

- a. Provider's satisfaction with the status of title to the Premises and, at Provider's option and its expense, Provider's receipt of a licensehold

title insurance policy insuring its license interest in the Premises, in form and substance satisfactory to Provider. CITY shall execute the standard form of title company affidavit in order to enable Provider to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Provider and which do not interfere with Provider's use of the Premises; and

b. Provider's satisfaction, within the first year of the agreement, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; and Provider's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Provider to use and operate the Communication's Facility on the Premise.

In the event that any of the foregoing occurs Provider may terminate this License Agreement without penalty.

Provider is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premise are suitable for Provider's use intended by this License.

24. Termination. Provider may terminate this License Agreement at any time by notice to CITY without further liability if:

a. Provider does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Communications Facility, or if any such approval is canceled, expires or is withdrawn or terminated; or

b. CITY fails to have proper ownership of the Premises or authority to enter into this License Agreement.

c. By Provider if the Premises or Communications Facility is damaged so as to hinder the effective use of the Communications Facility in Provider's judgement or in the event that interference, whether or not from City's activities or any other source, to transmissions or signals from the Communications Facility, in Provider's judgment, may not be adequately corrected or eliminated by Provider.

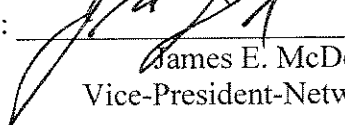
Upon termination, all prepaid rent will be retained by CITY unless such termination is due to CITY's failure of proper ownership or authority, or such termination is a result of CITY's default. Additionally, upon termination or non-renewal Provider must remove its antenna arrays and platforms that it owns from the Tower within thirty (30) days after the expiration of this Agreement. Failure to so remove the antenna arrays and platforms will, at the City's option, 1) result in the same being owned by CITY; or 2) result in the same being removed by the City at Provider's cost.

IN WITNESS WHEREOF, the parties have executed this license agreement the day and year first above written.

CITY OF LINCOLN, NEBRASKA,

By: _____
Mayor Coleen Seng

ALLTEL Communications of Nebraska, Inc.

By:  _____
James E. McDonald
Vice-President-Network Services

ACKNOWLEDGMENTS

STATE OF NEBRASKA

COUNTY OF LANCASTER

I, _____, a Notary Public of the County and State aforesaid, certify that Coleen Seng personally appeared before me this day and acknowledged that she is Mayor of the City of Lincoln, Nebraska, a municipal corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

SEAL

STATE OF ARKANSAS

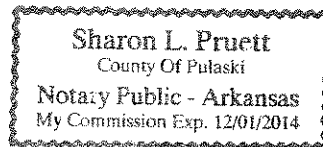
COUNTY OF PULASKE

I, SHARON L. PRUETT, a Notary Public of the County and State aforesaid, certify that James E. McDonald personally appeared before me this day and acknowledged that he is VP – Network Services of ALLTEL Communications, Inc., a Nebraska corporation, and that by authority duly given and as the act of the said corporation, the foregoing instrument was signed in its name.

WITNESS my hand and notarial seal this 13 day of April, 2006.

Sharon L. Pruett
Notary Public

My Commission Expires: 12/1/14



NE 1/4, SECTION 2, T 9 N, R 6 E, 8th P.M.
LANCASTER COUNTY, NEBRASKA



$\frac{1}{4}$ H	$\frac{3}{4}$ H
$\frac{1}{4}$ B	$\frac{3}{4}$ B

NOTE:
ALL BEARINGS ARE CPTD BEARINGS
ALL DIMENSIONS ARE IN INCHES AND

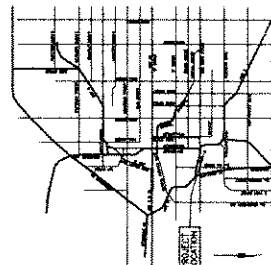
NO5 SEARCH MARK:
STEEL BOD (MD ABA 112-STAMPED ENERGLI 1917 1900)
LOCATED IN THE NR 1/4 OF SEC. 34, T 10 N, R 5 E
ELEVATION-1340 DO

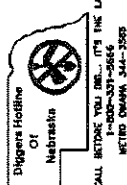
VICINITY MAP

TESTIMONY OF JERRY WILSON, MY HUSBAND AND CO-OWNER, 2005.



ONLY FOR STAFF IN AGENCY





altel

TERRA
 5000 Buena Vista
 Park #47/888-8400
 800 Buena Vista
 Park #47/888-8400
 Fax: 847/888-8401

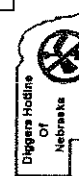
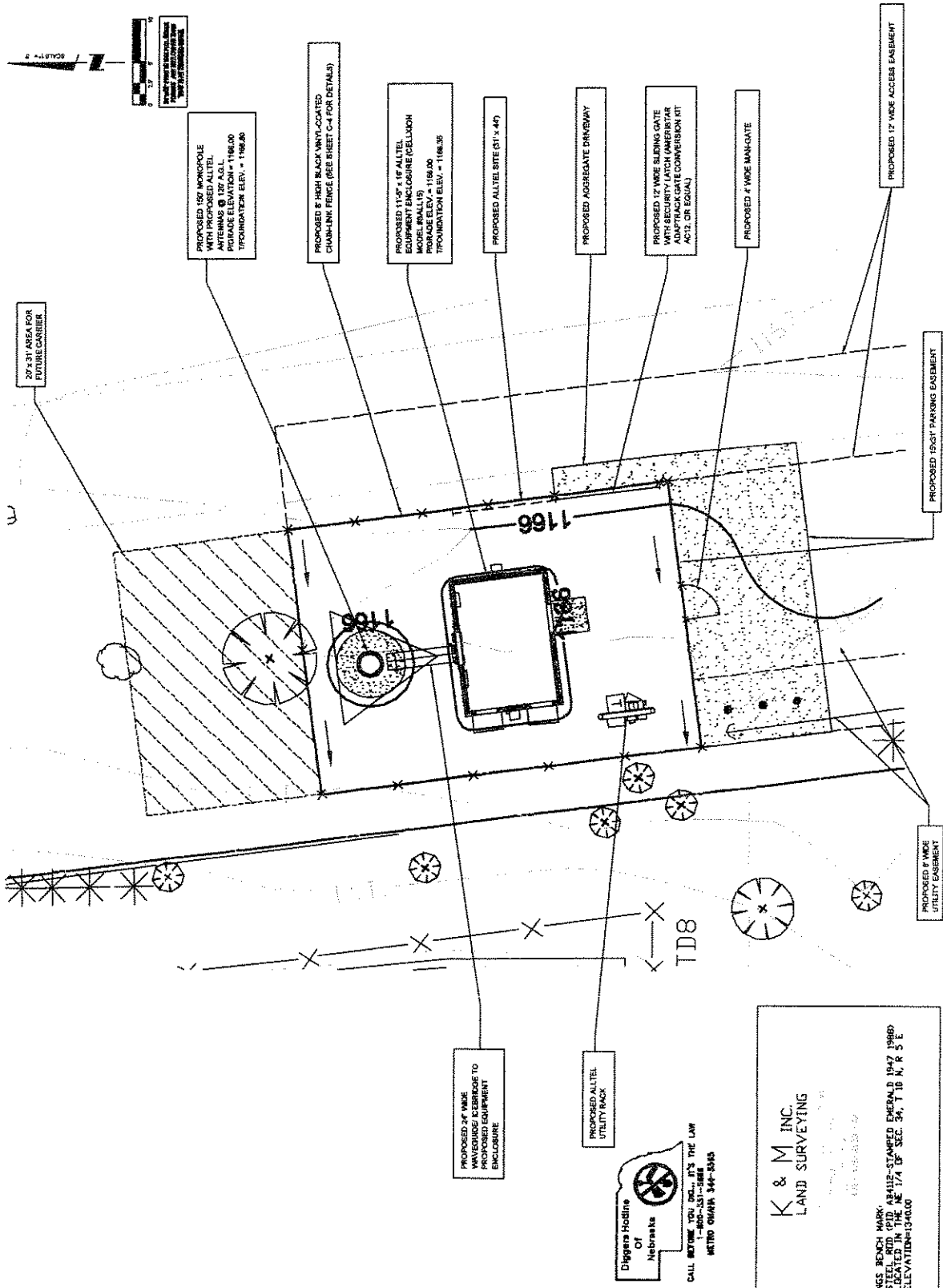
NO.	DESCRIPTION	DATE
1	ALTEL REVISION COMMENTS	11/14/03
2	ADDITIONAL COMMENTS	11/14/03
3	REVISIONS FOR CITY REVIEW & RECORD	11/14/03

**LINCOLN
 8TH & VAN DORN**

INTERSECTION OF 8TH
 & VAN DORN
 LINCOLN, NE

DATE:	11/14/03
DESIGNED BY:	TLZ
DRAWN BY:	WJS
CHECKED BY:	WJS
PROJECT NO.	03007
SHEET TITLE	SITE GRADING PLAN

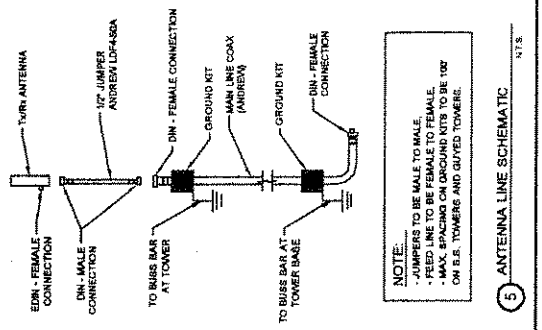
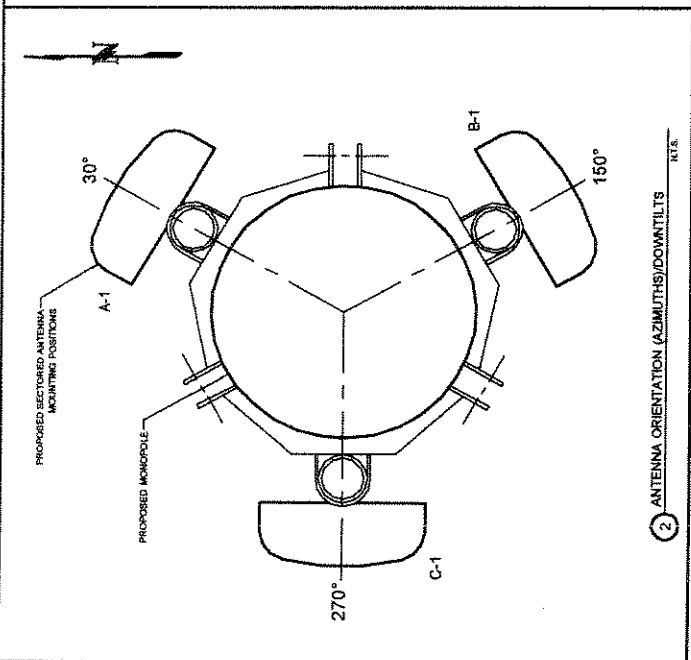
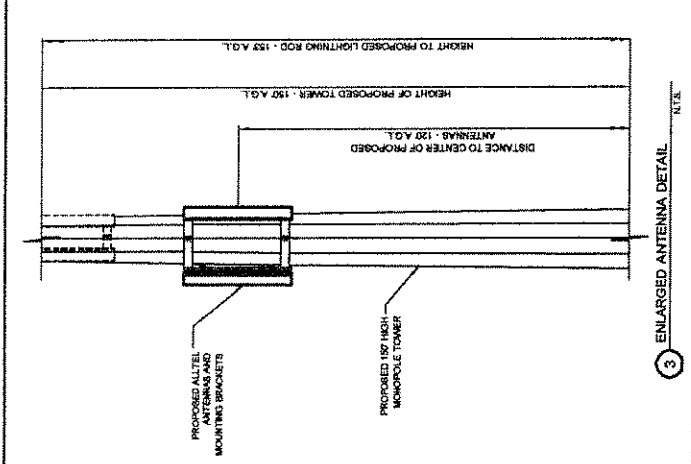
C-2



CALL BEFORE YOU DIG - IT'S THE LAW
 1-800-331-5888
 METRO Omaha 344-3345

**K & M INC.
 LAND SURVEYING**
 1001 N. 10th St.
 Lincoln, NE 68502
 402-463-6329

NES BENCH MARK:
 STEEL ROD, 6" ID, ALUMINUM-PLATED, ELEV. 1194.7
 1/4 OF SEC. 36, T10N, R15E
 ELEVATION 1194.7



NOTE:

- ANT. CONNECTORS TO BE CENTER FEED, IF POSSIBLE.
- ANT. CONNECTORS TO BE EDW CONNECT.
- ALL FEED LINE CONNECTORS TO BE DN.

ANTENNA NUMBER	COAX COLOR CODE	BEAM WIDTH	ANTENNA TYPE	ANTENNA MODEL	ANTENNA HEIGHT TO PROPOSED GROUND PLANE	COAXIAL FEEDER SIZE	FEEDER LENGTH	FEEDER TYPE	COAX TYPE
A-1	1 RED BAND	80'	80A-8000B-3	80A-8000B-3	30'	7/8"	145'	1	ANDREW IVA-650
B-1	1 WHITE BAND	80'	80A-8000B-3	80A-8000B-3	150'	7/8"	145'	1	ANDREW IVA-650
C-1	1 BLUE BAND	80'	80A-8000B-3	80A-8000B-3	270'	7/8"	145'	1	ANDREW IVA-650

NOTES:
 1. ALL COAX SHALL BE COLOR CODED AT THREE (3) PLACES EACH, AT ANTENNA, EXTENSION OF SHELTER, AND THE INTERIOR OF SHELTER.
 2. COAXIAL FEEDER LENGTHS INDICATED ABOVE ARE APPROXIMATE. CONTRACTOR TO VERIFY ACTUAL LENGTH BEFORE ORDERING.

